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|---|--|--------------------------|--------------------|
| FEE TRANSMITTAL For FY 2006 | | Complete if Known | |
| <input checked="" type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27 | | Application Number | 10/825,716 |
| TOTAL AMOUNT OF PAYMENT | | Filing Date | April 16, 2004 |
| (\$) | | First Named Inventor | Daniel V. PALANKER |
| 90.00 | | Examiner Name | P. Vrettakos |
| | | Art Unit | 3739 |
| | | Attorney Docket No. | 595992000501 |

METHOD OF PAYMENT (check all that apply)

☐ Check ☐ Credit Card ☐ Money Order ☐ None ☐ Other (please identify): _____

☒ Deposit Account Deposit Account Number: 03-1952 Deposit Account Name: Morrison & Foerster LLP

For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)

☒ Charge fee(s) indicated below ☐ Charge fee(s) indicated below, except for the filing fee

☒ Charge any additional fee(s) or underpayment of fee(s) under 37 CFR 1.16 and 1.17 ☒ Credit any overpayments

FEE CALCULATION (All the fees below are due upon filing or may be subject to a surcharge.)

1. BASIC FILING, SEARCH, AND EXAMINATION FEES

| Application Type | FILING FEES | | SEARCH FEES | | EXAMINATION FEES | | Fees Paid (\$) |
|------------------|-------------|-----------------------|-------------|-----------------------|------------------|-----------------------|----------------|
| | Fee (\$) | Small Entity Fee (\$) | Fee (\$) | Small Entity Fee (\$) | Fee (\$) | Small Entity Fee (\$) | |
| Utility | 300 | 150 | 500 | 250 | 200 | 100 | 0.00 |
| Design | 200 | 100 | 100 | 50 | 130 | 65 | 0.00 |
| Plant | 200 | 100 | 300 | 150 | 160 | 80 | 0.00 |
| Reissue | 300 | 150 | 500 | 250 | 600 | 300 | 0.00 |
| Provisional | 200 | 100 | 0 | 0 | 0 | 0 | 0.00 |

2. EXCESS CLAIM FEES

| Fee Description | Fee (\$) | Fee (\$) |
|--|----------------------|-----------------|
| Each claim over 20 (including Reissues) | 50 | 25 |
| Each independent claim over 3 (including Reissues) | 200 | 100 |
| Multiple dependent claims | 360 | 180 |
| <hr/> | | |
| <u>Total Claims</u> | <u>Extra Claims</u> | <u>Fee (\$)</u> |
| 35 | - 34 = 1 | x 25.00 = |
| | | <u>25.00</u> |
| HP = highest number of total claims paid for, if greater than 20. | | |
| <u>Indep. Claims</u> | <u>Extra Claims</u> | <u>Fee (\$)</u> |
| 2 | - 3 = 0 | x 100.00 = |
| | | <u>0.00</u> |
| HP = highest number of independent claims paid for, if greater than 3. | | |
| <hr/> | | |
| <u>Multiple Dependent Claims</u> | | |
| <u>Fee (\$)</u> | <u>Fee Paid (\$)</u> | |
| 180.00 | 0.00 | |

3. APPLICATION SIZE FEE

If the specification and drawings exceed 100 sheets of paper (excluding electronically filed sequence or computer listings under 37 CFR 1.52(e)), the application size fee due is \$250 (\$125 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

| Total Sheets | Extra Sheets | Number of each additional 50 or fraction thereof | Fee (\$) | Fee Paid (\$) |
|--------------|--------------|--|----------|---------------|
| _____ | _____ | _____ / 50 _____ (round up to a whole number) x | 125.00 | 0.00 |

4. OTHER FEE(S)

| | Fees Paid (\$) |
|---|----------------|
| Non-English Specification, \$130 fee (no small entity discount) | |
| Other (e.g., late filing surcharge): 2814 Statutory Disclaimer | 65.00 |

| | | | |
|---------------------|------------|-----------------------------------|-----------------|
| SUBMITTED BY | | | |
| Signature | | Registration No. (Attorney/Agent) | 45,763 |
| Name (Print/Type) | Rick Shoop | Telephone | (650) 813-5804 |
| | | Date | August 17, 2006 |



**TERMINAL DISCLAIMER TO OBIATE A DOUBLE PATENTING
REJECTION OVER A "PRIOR" PATENT**

Docket Number (Optional)

595992000501

In re Application of: Daniel V. PALANKER et al.

Application No.: 10/825,716

Filed: April 16, 2004

For: METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION

The Board of Trustees of the

The owner*, Leland Stanford Junior University, of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term of prior patent No. 6,780,178 as the term of said prior patent is defined in 35 U.S.C. 154 and 173, and as the term of said prior patent is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patent, "as the term of said prior patent is presently shortened by any terminal disclaimer," in the event that said prior patent later:

- expires for failure to pay a maintenance fee;
- is held unenforceable;
- is found invalid by a court of competent jurisdiction;
- is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321;
- has all claims canceled by a reexamination certificate;
- is reissued; or
- is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☒ For submissions on behalf of a business/organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the business/organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☐ The undersigned is an attorney or agent of record. Reg. No. _____

Katharine Ky

Signature

8/16/06

Date

Katharine Ky

Typed or printed name

650-723-0651

Telephone Number

- ☒ Terminal disclaimer fee under 37 CFR 1.20(d) is included.

*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Daniel V. PALANKER et al.

Application No./Patent No./Control No.: 10/825,716 Filed/Issue Date: April 16, 2004

Entitled: METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION

The Board of Trustees of the Leland Stanford Junior University, a university
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or a true copy of the original assignment is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned, whose title is supplied below, is authorized to act on behalf of the assignee.

Katharine Ku
Signature
Katharine Ku
Printed or Typed Name
Director
Title

8/16/06
Date
650-723-0651
Telephone Number

Attorney Docket No.: 595992000501

COPY

Attorney Docket No: S02-038

ASSIGNMENT

THIS ASSIGNMENT, by

DANIEL V. PALANKER AND ALEXANDER B. VANKOV

(hereinafter referred to as the Assignors), residing at Sunnyvale, California; and Mountain View, California, respectively, witnesseth:

WHEREAS, said Assignors have invented certain new and useful improvements in

METHOD AND APPARATUS FOR PLASMA-MEDIATED THERMO-ELECTRICAL ABLATION

for which application for Letters Patent has been executed on 3 May 2002, and is attached hereto

WHEREAS,

The Board of Trustees of the Leland Stanford Junior University

(hereinafter referred to as the Assignee), a body having corporate powers under the laws of the state of **CALIFORNIA, STANFORD, CALIFORNIA 94305**, is desirous of obtaining the entire right, title and interest in and to said inventions and said application for Letters Patent, and in and to any Letters Patent, United States or foreign, to be obtained therefor and thereon;

WHEREAS, said Assignors and said Assignee have executed an agreement entitled "Agreement Concerning Rights in Invention."

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient considerations, the receipt of which is hereby acknowledged:

1. The Assignors have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in, to and under said inventions; said application for Letters Patent; any Letters Patent which may be granted for said inventions in the United States of America and any foreign country; any division of said application, continuation of said application, and any continuation-in-part of said application which is subject to said agreement concerning rights in invention; any reissue or extension of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property; said right, title and interest to be held and enjoyed by said Assignee for its own use and behoove to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

2. Said Assignors hereby jointly and severally warrant and represent that, at the time of execution and delivery of these presents, said Assignors are the joint and lawful owners of the entire right, title and interest in and to said inventions and said application for Letters Patent, and that the same have not entered into any assignment, contract or understanding in conflict herewith.

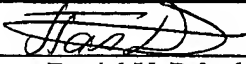
3. Said Assignors hereby jointly and severally covenant and agrees to assist and cooperate with said Assignee, whereby said Assignee may enjoy to the fullest extent said right, title and interest herein conveyed, provided, however, that the entire expense which may be incurred by said Assignors in lending such assistance and cooperation be paid by Assignee. Such cooperation shall include: (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect said right, title and interest herein conveyed, (b) prompt execution of all petitions, oaths, specifications, declarations and other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for filing or prosecuting in the United States or any foreign country said application, any application which is a division of said application, continuation of said application, or any continuation-in-part of said application which is subject to said agreement concerning rights in invention, any reissue application for any Letters Patent granted on said application, or for any interference proceeding involving said application or Letters Patent granted thereon; and (c) prompt assistance and cooperation in the prosecution of all legal proceedings involving said inventions, said application, or Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court actions.

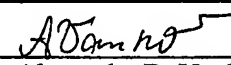
4. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignors, their heirs, legal representatives and assigns.

5. The terms, covenants and conditions of this Assignment are subject to the payment of royalty by Assignee to Assignors in accordance with the provisions of said Agreement Concerning Rights in Invention.

6. Said Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to said Assignee as the assignee of said inventions.

IN WITNESS WHEREOF said Assignors have executed and delivered this instrument on the respective dates noted below.

| | |
|---------------------|---|
| Date: <u>5/3/02</u> | <u></u> Daniel V. Palanker |
| State: <u>CA</u> | County: <u>USA, San Mateo County</u> |

| | |
|---------------------|--|
| Date: <u>5/3/02</u> | <u></u> Alexander B. Vankov |
| State: <u>CA</u> | County: <u>USA, San Mateo</u> |